

## Statewide Information Sheet

Statewide Contract Number	<b>SWC90796</b>	NIGP Code	<b>See NIGP Tab</b>
Name of Contract	<b>Vehicles, Pursuit</b>		
Effective Date	<b>February 5, 2009</b>	Expiration Date	<b>June 30, 2011</b>
Contract Table of Contents			
Vendors Awarded	<b>3</b>	Contract Information:	<b>Mandatory Contract</b>
Contract Information for Vendor			
<b>Akins Ford-Dodge-Chrysler-Jeep</b>			<b>2</b>
<b>Hardy Fleet Group</b>			<b>3</b>
Additional Contract Information			
<b>Contract Renewals/ Extensions/ Changes</b>			<b>5</b>
<b>State of Georgia Line Item Listing</b>			<b>6</b>
<b>Detailed Price Schedule</b>			<b>7</b>
<b>Specifications</b>			<b>15</b>
<b>Bid Documents</b>			<b>29</b>
<b>Contract Documents</b>			<b>48</b>
<b>Issuing Officer</b>			<b>70</b>

Contract Information			
Statewide Contract Number	SWC90796		
PeopleSoft Vendor Number	0000060486	Location Code	002
Vendor Name & Address			
<b>Akins Ford-Dodge-Chrysler-Jeep</b> <b>220 West May Street</b> <b>Winder, Georgia 30680</b>  <b>TIN: 58-0961275</b>			
Contract Administrator			
<a href="#"><u>Roz Icenhour</u></a> <b>Telephone: 770-307-1952</b> <b>Tool Free: 1-800-282-7872</b> <b>Fax: 770-307-1952</b>			
Contact Details			
Ordering Information	<b>220 West May Street</b> <b>Winder, Georgia 30680</b> <b>ATTN: Roz Icenhour</b>		
Remitting Information	<b>220 West May Street</b> <b>Winder, Georgia 30680</b> <b>ATTN: Roz Icenhour</b>		
Delivery Days	<b>Orders will be shipped within 60-90 days after receipt of Purchase Order</b>		
Discounts	<b>3% Net 20 Days/Ford Crown Victoria</b>		
Payment Terms	<b>Net 30</b>		
Bid Offer includes	<b>State and Local Government</b>		
Acceptable payment method	<b>Vendor will accept the Purchasing Card for purchases under this contract</b>		

Contract Information			
Statewide Contract Number	SWC 90796		
PeopleSoft Vendor Number	0000066877	Location Code	000001
Vendor Name & Address			
Hardy Fleet Group 1249 Charles Hardy Pkwy Dallas, Georgia 30157  TIN: 20001450214			
Contract Administrator			
Steve Canup <a href="mailto:scanup@bellsouth.net">scanup@bellsouth.net</a> Telephone: 770-445-9411 Fax: 770-445-9659			
Contact Details			
Ordering Information	Hardy Fleet Group 1249 Charles Hardy Pkwy Dallas, Georgia 30157 Attn: Steve Canup		
Remitting Information	Hardy Fleet Group 1249 Charles Hardy Pkwy Dallas, Georgia 30157 Attn: Steve Canup		
Delivery Days	Orders will be shipped within 60-90 days after receipt of Purchase Order		
Discounts	3.5% Net 20 Days		
Payment Terms	Net 30		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor will accept the Purchasing Card for purchases under this contract		

## **Contract Renewals/ Extensions/ Changes**

**First Renewal Period: July 1, 2010 – June 30, 2011**

**Renewals are for the 2011 model year unless noted otherwise. Applicable price changes are noted below.**

### **Akin Ford**

Ford Crown Victoria - \$21,135.81

Dodge Charger V6 – \$20,207.86

### **Butler Chrysler Dodge Jeep**

Dodge Charger V8 - model year 2010 – no change

### **Hardy Fleet**

**Chevy Tahoe \$25,624.00: includes safety equipment, "stabilitrak" as standard.**

**Re-Bid of Dodge Chargers ES-40199-353 Open date: 12/30/2010 Closing date: 1/26/2011**

**eQuote ES-40199-353 established the following award changes for the 2011 Dodge Charger**

### **Awarded TO: Akin Ford**

Dodge Charger V6 – \$21,659.58

Dodge Charger V-8 - \$22,081.58

### **Butler Chrysler Dodge Jeep**

No longer awarded any vehicle on contract

Police Pursuit Vehicle Item List

Police Pursuit Vehicles							
Line	Mfg	Make	Description*	Price**	Net 20 Discount	Adjusted Price	
1	Chevrolet	Impala	FWD drive- V-6 Flex Fuel	\$19,665.00	3.50%	\$ 18,976.73	
2	Ford	Crown Victoria	Police Intercept.- V8- Flex Fuel	\$20,844.00	3.00%	\$ 20,218.68	
3	Dodge	Dodge Charger	Police Pursuit, V8	\$22,002.00	0.00%	\$ 22,002.00	
4	Dodge	Dodge Charger	Police Pursuit, V6	\$21,580.00	0.00%	\$ 21,580.00	
5	Chevrolet	Tahoe	Police pursuit V8- Flex Fuel	\$25,624.00	3.50%	\$ 24,727.16	

Vehicles, Police Pursuit	
<b>Specification No.</b>	<b>Dodge Charger</b>
<b>Model Name:</b>	Charger, V8
<b>Manufacturer:</b>	Dodge
<b>Model No.:</b>	LDDE48
<b>Offerors Name:</b>	Akin Ford Corp

Standard Specification for Base Vehicle /  
Per Attached Vehicle Specs

Price*	Net 20 Discount	Adjusted Price
\$22,002.00		\$ 22,002.00

Price Includes Standard Equipment

**Regional Delivery Price - FOB: (see attached Georgia Regional Map.)**

Region 1	\$ 65.00
Region 2	\$ 49.00
<b>Region 3</b>	\$ 60.00
Region 4	\$ 64.00
Region 5	\$ 30.00
Region 6	\$ 64.00

Region 7	\$ 49.00
Region 8	\$ 89.00
Region 9	\$ 89.00
Region 10	\$ 98.00
Region 11	\$ 149.00
Region 12	\$ 149.00

**Popular Options**

Vinyl Floors  
Minimum 6 Way Power Seats (Passenger Side)  
Full size spare tire  
Disabled Rear Power Locks, Power Window, & Door Handles  
Spot Light on Driver Side  
Street Package  
Full Size Wheel Covers

COST
\$ 89.00
\$ 823.00
\$ 142.00
\$ 22.00
\$ 178.00
\$ 441.00
\$ 27.00

**Additional Optional Equipment (Includes Installartion)**

Cloth Front Bucket Seats/Vinyl Rear Bench  
Engine Block Heater  
Equipment Mounting Bracket  
Matching Right Spot Lamp  
Convenience Group  
Entire Fleet Alike Key  
Flex Fuel Vehicle  
Power Heated Mirrors

COST
\$ 107.00
\$ 45.00
\$ -
\$ 178.00
\$ 823.00
\$ 36.00
\$ -
\$ 53.00
\$ -

\* Discount applies to all products and services

Vehicles, Police Pursuit	
<b>Specification No.</b>	<b>Dodge Charger</b>
<b>Model Name:</b>	Charger, V6
<b>Manufacturer:</b>	Dodge
<b>Model No.:</b>	LXDH48
<b>Offerors Name:</b>	Akin Ford Corp

Standard Specification for Base Vehicle /  
Per Attached Vehicle Specs

Price*	Net 20 Discount	Adjusted Price
\$21,580.00	0.00%	\$ 21,580.00

Price Includes Standard Equipment

**Regional Delivery Price - FOB: (see attached Georgia Regional Map.)**

Region 1	\$ 65.00
Region 2	\$ 49.00
<b>Region 3</b>	\$ 60.00
Region 4	\$ 64.00
Region 5	\$ 30.00
Region 6	\$ 64.00

Region 7	\$ 49.00
Region 8	\$ 89.00
Region 9	\$ 89.00
Region 10	\$ 98.00
Region 11	\$ 149.00
Region 12	\$ 149.00

**Popular Options**

Vinyl Floors	\$ 89.00
Minimum 6 Way Power Seats (Passenger)	\$ 823.00
Full size spare tire	\$ 142.00
Disabled Rear Power Locks, Power Window, & Door Handles	\$ 22.00
Spot Light on Driver Side	\$ 178.00
Street Package	\$ 441.00
Full Size Wheel Covers	\$ 27.00
Body Side Molding	N/A

**Other Options**

Cloth Front Bucket Seats/Vinyl Rear Bench	\$ 107.00
Engine Block Heater	\$ 45.00
Equipment Mounting Bracket	\$ -
Matching Right Spot Lamp	\$ 178.00
Convenience Group	\$ 823.00
Entire Fleet Alike Key	\$ 36.00
Flex Fuel Vehicle	\$ -
Power Heated Mirrors	\$ 53.00
Connectivity Group	\$ 352.00

\* Discount applies to all products and services

**Specifications:**



**Prepared By:**  
Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Tahoe Police 2WD 4dr CC10706

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2009 Fleet/Non-Retail CC10706 2WD 4dr**

---

##### *INTERIOR*

- Seats, front bucket with Custom Cloth, 6-way power driver seat adjuster, outboard adjustable head restraints and rear storage pockets
- Seat adjuster, driver power
- Seats, front cloth and second row vinyl. Provides cloth front seats with power driver-side but retains standard vinyl trim on 2nd row seats
- Seat delete, third row passenger
- Console delete, deletes the floor console and associated audio equipment that is included with bucket seats
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel, adjustable with brake/transmission shift interlock
- Steering wheel, vinyl
- Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature, oil pressure and tachometer
- Warning tones, headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on
- Tire Pressure Monitoring System (also applies to spare tire)
- Windows, power with driver Express-Down and lockout features
- Door locks, power programmable with lockout protection
- Remote vehicle starter prep package, includes Remote Keyless Entry (Remote vehicle starter fob available through GM Accessories.)
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, vehicle, PASS-Key III
- Heater, rear auxiliary with rear passenger heating ducts
- Air conditioning, dual-zone manual climate control with individual climate settings for driver and right-front passenger
- Air conditioning, rear auxiliary
- Defogger, rear-window electric
- Power outlets, 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
- Mirror, inside rearview manual day/night

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.4, Data updated 1/27/2009 9:45:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**

Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

**2009 Fleet/Non-Retail Chevrolet Tahoe Police 2WD 4dr CC10706**

***STANDARD EQUIPMENT***

---

**STANDARD EQUIPMENT - 2009 Fleet/Non-Retail CC10706 2WD 4dr**

---

- Headliner, cloth
- Console, overhead mini with map lights and rear seat HVAC controls
- Visors, driver and front passenger illuminated vanity mirrors, padded with cloth trim, extends on rod
- Assist handles, front passenger and second row outboard
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Ground studs, auxiliary, 2 per vehicle in the rear compartment

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.4, Data updated 1/27/2009 9:45:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.  
Customer File:

**Prepared By:**  
Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Tahoe Police 2WD 4dr CC10706

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2009 Fleet/Non-Retail CC10706 2WD 4dr**

---

##### *MECHANICAL*

- Engine, Vortec 5.3L V8 SFI FlexFuel with Active Fuel Management, capable of running on unleaded or up to 85% ethanol (320 hp [238.6 kW] @ 5200 rpm, 340 lb-ft of torque [459.0 N-m] @ 4200 rpm), iron block
- Transmission, 4-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.73 ratio
- Air cleaner, high-capacity
- Prop shaft, high-speed balanced, police-rated
- Rear wheel drive
- Battery, heavy-duty 730 cold-cranking amps
- Alternator, 160 amps
- Ignition, 100-amp main power supply wiring at instrument panel and trunk
- Cooling, external engine oil cooler, auxiliary, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Skid Plate Package, includes only aluminum front underbody shield starting behind front bumper and running to 1st cross-member, protecting front underbody and oil pan
- Recovery hooks, front, frame-mounted
- GVWR, 6700 lbs. (3039 kg)
- Suspension, heavy-duty, police-rated, front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power
- Key, single, 2-sided

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.4, Data updated 1/27/2009 9:45:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**

Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

**2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19*****SELECTED MODEL & OPTIONS***

---

**SELECTED MODEL - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

<u>Code</u>	<u>Description</u>
1WS19	2009 Chevrolet Impala Police 4dr Sdn Police

---

**SELECTED VEHICLE COLORS - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

---

**SELECTED OPTIONS - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

**CATEGORY**

<u>Code</u>	<u>Description</u>
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS

**Prepared By:**

Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Tahoe Police 2WD 4dr CC10706

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2009 Fleet/Non-Retail CC10706 2WD 4dr**

---

##### *SAFETY*

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- Daytime Running Lamps, with automatic exterior lamp control
- OnStar, delete
- Air bags, dual-stage frontal, driver and right-front passenger with Passenger Sensing System (right-front passenger air bag status on overhead console) (Always use safety belts and the correct child restraints for your child's age and size. Even in vehicles equipped with air bags and the Passenger Sensing System, children are safer when properly secured in a rear seat. Never place a rear-facing infant restraint in the front seat of any vehicle equipped with an active frontal air bag. See the vehicle's Owners Manual and child safety seat instructions for more safety information.)
- Air bags, head curtain side-impact, first and second row outboard seating positions with rollover sensor (Head curtain side air bags are designed to help reduce the risk of head and neck injuries to front and rear seat occupants on the near side of certain side-impact collisions. Always use safety belts and the correct child restraints for your child's age and size, even in vehicles equipped with air bags. Children are safer when properly secured in a rear seat. See the vehicle's Owner's Manual and child safety seat instructions for more safety information)
- Safety belts, 3-point, driver and front passenger in all seating positions
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.4, Data updated 1/27/2009 9:45:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**  
Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19

### ***SELECTED MODEL & OPTIONS***

---

#### **SELECTED MODEL - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

<b><u>Code</u></b>	<b><u>Description</u></b>
1WS19	2009 Chevrolet Impala Police 4dr Sdn Police

---

#### **SELECTED VEHICLE COLORS - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

<b><u>Code</u></b>	<b><u>Description</u></b>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

---

#### **SELECTED OPTIONS - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

##### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
LGD	ENGINE, 3.9L V6 SFI, includes (E85) FlexFuel (gas ethanol) capability, uses gasoline or E85 fuel (233 hp [173.7 kW] @ 5600 rpm, 240 lb-ft of torque [324.0 N-m] @ 4000 rpm) (STD)
TRANSMISSION	
MX0	TRANSMISSION, 4-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED WITH OVERDRIVE (STD)
OPTION PACKAGES	
9C1	POLICE PACKAGE, includes Standard Equipment
PAINT	
—	SOLID PAINT
SEAT TYPE	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**  
Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19

### ***SELECTED MODEL & OPTIONS***

---

#### **SELECTED OPTIONS - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

##### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
SEAT TYPE AR9	SEATS, FRONT BUCKET WITH CLOTH, HIGH-DENSITY FOAM WITH SECURITY PANEL, NO CONSOLE BETWEEN SEATS, includes (AG1) 6-way power driver seat adjuster, (AG2) 6-way power front passenger seat adjuster and a Vinyl, high-density foam rear seat cushion, seatback and trim (STD)
SEAT TRIM __G	CLOTH SEAT TRIM
RADIO U1C	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, seek-and-scan, digital clock, auto-tone control, automatic volume, TheftLock and auxiliary input jack (STD)

##### **OPTIONS TOTAL**

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.  
Customer File:



**Prepared By:**

Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

**2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19**

***STANDARD EQUIPMENT***

---

**STANDARD EQUIPMENT - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

*ENTERTAINMENT*

- Audio system, AM/FM stereo with CD player, seek-and-scan, digital clock, auto-tone control, automatic volume, TheftLock and auxiliary input jack
- Audio system feature, 6-speaker system
- XM Radio, delete
- Antenna, integral rear

*EXTERIOR*

- Wheels, 16" (40.6 cm) heavy-duty steel
- Tires, P225/60R16 AL3, blackwall, V-rated
- Tire, compact spare
- Moldings, body-color rocker
- Headlamps, halogen composite with automatic exterior lamp control
- Mirrors, outside power-adjustable, body-color
- Glass, Solar-Ray light-tinted
- Wipers, front intermittent
- Keyed deck lock cylinder (If (UA6) content theft-deterrent alarm system is ordered, an audible alarm will sound if key is used to open decklid)
- License plate bracket, front

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:



**Prepared By:**

Steve Canup

Hardy Chevrolet Pontiac Buick

1249 Charles Hardy Pkwy

Dallas, GA 30157

Phone: (770) 445-9411

Fax: (770) 445-9659

Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

##### *INTERIOR*

- Seats, front bucket with Cloth, high-density foam with security panel, no console between seats, includes (AG1) 6-way power driver seat adjuster, (AG2) 6-way power front passenger seat adjuster and a Vinyl, high-density foam rear seat cushion, seatback and trim
- Cloth seat trim
- Seat adjuster, driver manual lumbar control
- Seat adjuster, driver 6-way power
- Seat adjuster, front passenger 6-way power
- Seat, rear fixed bench
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Shifter, column
- Instrumentation, "certified" analog, 4-gauge cluster with speedometer, tachometer, coolant temperature, fuel, trip odometer and message center
- Oil life monitoring system
- Wiring provisions, headlamp flasher, forward lamp in-line connector with power for flasher, DRL control and flasher on/off control lead to interior compartment
- Windows, power with driver Express-Down and passenger lockout
- Door locks, power with lockout protection
- Door locks, single key locking system, random key code for each vehicle. 1-key operates ignition and all locks.
- OnStar, delete
- Cruise control, electronic with set and resume speed
- Remote Keyless Entry
- Trunk release, remote
- Theft-deterrent system, vehicle, PASSlock
- Radio Suppression Package

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**

Steve Canup

Hardy Chevrolet Pontiac Buick

1249 Charles Hardy Pkwy

Dallas, GA 30157

Phone: (770) 445-9411

Fax: (770) 445-9659

Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19

### **STANDARD EQUIPMENT**

---

**STANDARD EQUIPMENT - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

- Air conditioning, dual-zone manual climate control
- Defogger, rear-window electric
- Applique, techno metallic on instrument panel and door
- Ignition, 100-amp main power supply wiring at instrument panel and trunk
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors, covered
- Assist handles, front passenger and rear outboard
- Lighting, interior with center-mounted dome and rear reading lights
- Cargo mat, trunk
- Ground stud, auxiliary, located in trunk
- Conversion option, unique VIN
- Ship Thru to Kerr Industries Ship thru costs included in MSRP to transport vehicle from plant to second stage activity and return to plant.

#### *MECHANICAL*

- Engine, 3.9L V6 SFI, includes (E85) FlexFuel (gas ethanol) capability, uses gasoline or E85 fuel (233 hp [173.7 kW] @ 5600 rpm, 240 lb-ft of torque [324.0 N-m] @ 4000 rpm)
- Transmission, 4-speed automatic electronically controlled with overdrive
- Axle, 3.29 ratio
- Front wheel drive
- Cooling, auxiliary heavy-duty engine and power steering system
- Cooling, auxiliary heavy-duty transmission system
- Alternator, 150 amps
- Suspension, Heavy-Duty Police
- Steering, power, rack-and-pinion
- Exhaust, dual-outlet stainless-steel

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

**Prepared By:**  
Steve Canup  
Hardy Chevrolet Pontiac Buick  
1249 Charles Hardy Pkwy  
Dallas, GA 30157  
Phone: (770) 445-9411  
Fax: (770) 445-9659  
Email: scanup@bellsouth.net

## 2009 Fleet/Non-Retail Chevrolet Impala Police 4dr Sdn Police 1WS19

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police**

---

##### *SAFETY*

- Brakes, heavy-duty 4-wheel antilock, 4-wheel disc
- Tire Pressure Monitor
- Air bags, dual-stage frontal, and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions, includes Passenger Sensing System (Head curtain side air bags are designed to help reduce the risk of head and neck injuries to front and rear seat occupants on the near side of certain side-impact collisions. Always use safety belts and the correct child restraints for your child's age and size, even in vehicles equipped with air bags. Children are safer when properly secured in a rear seat. See the vehicle's Owner's Manual and child safety seat instructions for more safety information.)
- Door locks, rear child security

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 146.3, Data updated 1/20/2009 11:20:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

05/16/08

## 2009 CROWN VICTORIA POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are standard on every 2009MY POLICE INTERCEPTOR vehicle:

### POWERTRAIN/FUNCTIONAL

- Air induction system – unique police air induction system
  - Ball joints – low friction, non-greasable upper ball joints
  - Battery – maintenance-free 78-AH, 750 CCA
  - Body on frame construction
  - **Brakes**
    - Brake shift interlock isolation from tail lights
    - Manual parking brake release
    - Power Anti-lock Braking System (ABS)
    - Single stroke parking brake
  - Drive shaft – aluminum
  - Drivetrain – Rear Wheel Drive (RWD)
  - **Engine**
    - 4.6L FFV OHC SEFI V8 (250 HP)
    - Engine Idle Meter
    - Engine oil cooler
  - Exhaust system – stainless steel, dual
  - Fail safe cooling
  - Fuel tank – 19 gallon
  - Generator – high output, 200-amps max output, 132-amps at idle (80 deg F)
  - Heat ducts – rear floor-mounted
  - Hood assist – gas cylinder
  - Horn – dual note
  - Ignition system – electronic distributorless; coil on plug ignition system
  - Jack – scissors
  - Multi-speed electrodrive fan
  - **Steering**
    - Power rack & pinion
    - Power steering oil cooler
    - Variable-assist power steering
  - **Suspension**
    - Front & rear stabilizer bars
    - Heavy duty frame
    - Heavy duty nitrogen pressurized monotube shock absorbers
    - Heavy duty suspension
    - Short-long arm front suspension
    - Watt's linkage rear suspension
  - **Transmission**
    - 4-Speed automatic transmission
    - Oil-to-air transmission oil cooler
  - Voltage regulator – electronic, integral to generator
- ### EXTERIOR
- Bumpers – body color, concealed w/one-piece full wrap cover
  - Decklid – low liftover design
  - Glass – solar tinted
  - Grille – black, center Ford oval design
  - Mirrors – black fold-away dual remote control power
  - Paint – clearcoat
  - **Tires**
    - 17" spare tire/wheel – conventional size
    - P235/55R17 A/S BSW

### EXTERIOR (Continued)

- Wheels – heavy duty steel rims (17"x7.5")
- ### INTERIOR
- Air conditioning – manual
  - **Audio**
    - AM/FM stereo
    - Radio speakers – door-mounted, located above armrests
    - Rear windshield radio antenna
  - Door locks – power
  - Floor covering – heavy duty rubber
  - Footrest – driver footrest
  - Glove box – illuminated lockable
  - **Instrument panel**
    - 140-mph certified calibration speedometer
    - Analog gauges instrument cluster
    - Easy access labeled fuse panel
  - **Lights**
    - Dome & luggage compartment lamps
    - Dual beam map lamp
    - Light bar connector, 40-amp battery circuit at front right corner of trunk
  - Mirror – day/night inside rearview
  - Power point – rear power access point (power junction box providing power to trunk-mounted equipment)
  - **Seats**
    - 2-Way head restraints
    - Cloth buckets in front (manual adjust), vinyl bench in rear
  - Steering wheel – tilt
  - Sunvisors – cloth covered
  - **Trim**
    - Color keyed front & rear scuff plates
    - Dual ashtray-mounted cupholders
    - Integral front door map pockets
    - Luxury full carpet luggage compartment trim
    - Removable headliner w/high intensity dome lamp
  - Trunk – deep well
  - **Windows**
    - Defroster grill w/integral vertical ribs
    - Power, express-down feature on driver side
    - Rear window defroster
- ### SAFETY/SECURITY
- **Air bags**
    - Side (driver & passenger)
    - Driver & front passenger
    - Dual 2<sup>nd</sup> generation front supplemental restraint system
  - Battery saver (turns off lights after 30 minutes)
  - Child safety latches on rear doors
  - Emergency interior trunk release
  - Personal Safety System w/dual-stage air bags, 2<sup>nd</sup> generation – driver & right front passenger including safety belt pretensioners, seat position & weight sensors
  - Side door intrusion beams
  - Tire Pressure Monitoring System (TPMS)

The following features are standard on select all-new 2009MY POLICE INTERCEPTOR vehicles:

POWERTRAIN/FUNCTIONAL	720A	730A	750A	770A
Axle ratio	3.27	3.55	3.27	3.55
<b>KEY EXTERIOR FEATURES</b>				
<b>Cladding</b>				
Color keyed bodyside rear moldings	•	•		
Color keyed bodyside moldings (installed)			•	•
<b>Wheel covers</b>				
Hub caps	•	•		
Deluxe			•	•

★ = New for this model year  
• = Available



DODGE CHARGER  
PURSUIT

2011

Built to provide exceptional service with an equal emphasis on safety and performance, new 2011 Charger Pursuit gives police departments serious clout. Powered by rear-wheel drive and the new 3.6-liter Pentastar® V6 or available 5.7-liter HEMI® V8, Charger Pursuit features extensive structural refinements using advanced high-strength steel. Among new Charger Pursuit's long list of improvements, note greater outward visibility from a larger windshield, unique front and rear suspensions, a redesigned interior with column-mounted shifter and AutoStick, plus the economies from the critical Police Equipment Interface Module as standard equipment. Value is built in, with a transferable 5-Year/100,000-Mile Powertrain Limited Warranty.<sup>(1)</sup>

#### PRODUCT HIGHLIGHTS

- All-new for 2011 model year with redesigned interior and exterior
- Transferable 5-Year/100,000-Mile Powertrain Limited Warranty<sup>(1)</sup>
- All-new 3.6L Pentastar V6 with available 50-state Flex Fuel
- 5.7L HEMI V8 with Fuel Saver Technology — Available
- Police Equipment Interface Module — Standard
- Uconnect® Touch 4.3 CD/MP3 with touch screen, remote USB port and audio jack (RHA)
- Uconnect Voice Command with Bluetooth® — Available
- Keyless Enter-N-Go System features proximity entry and push-button start with police strategy
- Column-mounted automatic shift lever with 5-speed AutoStick
- Unique performance front and rear suspension systems with load-leveling/NIVOMAT® rear shocks
- Severe-duty engine cooling
- 3.06 rear axle ratio — Standard
- 2.65 rear axle ratio — Available
- 200-mm rear axle (3.6L engine)
- 215-mm rear axle (5.7L engine)
- 2 auxiliary power outlets and 1 USB 1.0 outlet located in the instrument panel center stack
- Non-memory power adjustable pedals — Available
- 18-inch steel wheels
- P225/60R18 performance tires — W-rated Goodyear® or V-rated Firestone® — Standard
- Deactivate rear doors and windows
- Police specific rear door panels
- Strengthened side-door guard beams
- Power 6-way driver's seat

#### SAFETY/SECURITY

- Reactive head restraints<sup>(2)</sup>
- Advanced multistage front air bags<sup>(3)</sup>
- Supplemental front-seat mounted side thorax air bags<sup>(3)</sup>
- Supplemental side-curtain air bags<sup>(3)</sup>
- Driver's knee air bag<sup>(3)</sup>
- 4-wheel disc heavy-duty brakes with all-speed traction control, Brake Assist and unique Electronic Stability Control (ESC)<sup>(4)</sup>
- Rain Brake Support
- Safety cage construction that exceeds Federal mandates for strength

#### NOTABLE POLICE FEATURES

- Unique police vehicle headliner configurations:
  - Standard headliner with red/white dome light
  - Available street appearance overhead console with no dome light
- Available Street Appearance Group:
  - Black grille with Bright Chrome surround
  - Full-length floor console
  - Foldaway power heated exterior mirrors
  - Fog lamps
  - Rear stabilizer bar
  - 18-inch wheels with P225/60R18 BSW performance tires
  - Illuminated front cup holders
- Available Convenience Group I:
  - Power 8-way driver and passenger seats
  - Power adjustable pedals
- Available Connectivity Group:
  - Auto-dimming rearview mirror with microphone
  - Uconnect Voice Command with Bluetooth streaming audio
- Black left spot lamp and matching right spot lamp — Available
- Equipment mounting bracket — Available (requires mini floor console)



# DODGE CHARGER PURSUIT

# 2011



## POWERTRAINS

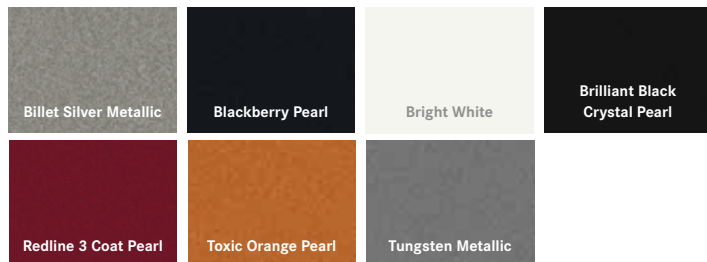
Available	Transmission	Fuel Economy
5.7L VVT HEMI® V8 with Fuel Saver Technology 370 hp @ 5,250 rpm (estimated) 395 lb-ft of torque @ 4,200 rpm	5-speed AutoStick Rear-wheel drive	16 city/25 hwy/19 combined (estimated)
Standard	Transmission	Fuel Economy
3.6L VVT Pentastar® V6 292 hp @ 6,350 rpm (estimated) 260 lb-ft of torque @ 4,800 rpm	5-speed AutoStick Rear-wheel drive	18 city/27 hwy/21 combined (estimated)

## DIMENSIONS<sup>(1)</sup>/SPECIFICATIONS

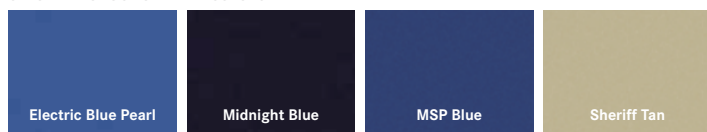
Exterior	
Wheelbase	120.2
Overall Length	199.9
Overall Height	58.4
Overall Width	75.0
Front Track	63.4
Rear Track	63.8
Interior	
Head Room (Front/Rear)	38.6 / 36.6
Leg Room (Front/Rear)	41.8 / 40.1
Shoulder Room (Front/Rear)	59.5 / 57.9
Hip Room (Front/Rear)	56.2 / 56.1
EPA Volume (cu ft)	104.7
EPA Volume Index (cu ft)	120.1
Seating Capacity	5
EPA Cargo Volume (cu ft)	16.5
Curb Weight (lb, estimated)	3,961 (3.6L) / 4,253 (5.7L)
Fuel Tank Capacity (U.S. gal)	19.1
Turning Diameter (ft)	37.7
Axle Ratio	3.06 — Standard; 2.65 — Available

<sup>(1)</sup>All dimensions are in inches unless otherwise noted.

## EXTERIOR COLORS



## SPECIAL PRODUCTION PAINT COLORS<sup>(1)</sup>



<sup>(1)</sup>Require minimum vehicle order and are available at an added cost.

**Please note: Information is based on preliminary data and is subject to change based on vehicle testing and validation.**

Dodge, Charger, HEMI, Pentastar, Sentry Key and Uconnect are registered trademarks of Chrysler Group LLC. NIVOMAX is a registered trademark of ZF Sachs AG. Goodyear is a registered trademark of The Goodyear Tire & Rubber Company. Firestone is a registered trademark of Bridgestone Americas Tire Operations, LLC. Bluetooth is a registered trademark of Bluetooth SIG, Inc. Chrysler Group LLC reserves the right to make changes at any time, without notice or obligation. All product specifications and photographs are based on authorized information as of 11/10/10.

BFLT11-008

## STANDARD 2011 CHARGER PURSUIT EQUIPMENT

- 4-wheel Disc Heavy-Duty Brakes with Brake Assist and Unique ESC Calibration
- 220-amp Alternator
- 800-CCA Maintenance-free Battery
- 3.06 Rear Axle Ratio
- 200-mm Rear Axle (3.6L engine)
- 215-mm Rear Axle (5.7L engine)
- 19.1-gallon Fuel Tank
- 6-way Power Driver's Seat
- 2 Auxiliary Power Outlets and 1 USB 1.0 outlet located in the I/P center stack
- 18-inch steel wheels with bright hubcaps
- Brake-Park Interlock — Driver must apply brake before shifting from Park
- Column-mounted Shifter
- Deactivate Rear Doors and Windows
- Defroster — Electric Rear-Window
- Dual Zone Air Conditioning
- Electronic Stability Control (ESC)<sup>(2)</sup> — With all-speed traction control and Brake Assist, Hill Start Assist
- Engine Hour Meter
- Gauges — 160-mph speedometer, tachometer, odometer, trip odometer, fuel level and coolant temperature, outside temperature
- Heavy-Duty Cloth Bucket Front Seats and Fixed Rear Bench Seat
- Indicators (up to 18, depending on equipment) — Warning lamps for low oil pressure, charging system, low fuel and low washer fluid, seat belt reminder, door/trunk ajar, cruise, brake system, headlamp high beam, turn signals, engine, and air bag
- Instrument Cluster
- Remote Keyless Enter-N-Go / Illuminated Entry
- Key Entire Fleet Alike
- Lighting — Exterior quad halogen headlamps with automatic-off feature, taillamps and center high-mounted stoplamp  
— Interior dual front map lamps, trunk lamp
- Mirrors — Exterior dual power  
— Interior day/night center rearview
- P225/60R18 performance tires — W-rated Goodyear® or V-rated Firestone®
- Police-Specific Rear Door Panels
- Power Accessory Delay
- Power Trunklid Release
- Seat belts — Front height-adjustable, outboard shoulder belts, three-point  
— Rear, non-height-adjustable shoulder belts, three-point
- Sentry Key® Theft Deterrent System
- Severe-Duty Engine Cooling
- Speed Control
- Spot Lamp Prep Kit
- Stealth Mode Capability
- Steering Column — Tilt and telescoping
- Supplemental Side-Curtain and Seat Mounted Air Bags<sup>(1)</sup> — Advanced multistage driver and front-passenger
- Unique Dedicated Fused Circuits
- Unique Performance Front and Rear Suspension Systems with Load-Leveling/NIVOMAT® Rear Shocks
- Vinyl Trunk Cover
- Windows — Power with driver one-touch-up-and-down feature
- Windshield Wipers — Two-speed with speed-sensitive intermittent modes

<sup>(1)</sup>Always sit properly in the seat with the seat belt fastened.

<sup>(2)</sup>Always drive carefully, consistent with conditions. Always wear your seat belt and obey traffic laws.

Call 1.800.999.FLEET | visit [fleet.chrysler.com](http://fleet.chrysler.com)



**\*\*\*\*\*Bid Documents Contains\*\*\*\*\***

**Instructions to Bidders**

**Proposal Certification**

**State of Georgia General Specifications**

**Special Terms and Conditions**

**Georgia Regional Map**



## INSTRUCTIONS TO BIDDERS

### PROJECT NAME: PURSUIT VEHICLES

The purpose of this eRFQ (Electronic Request for Quote) is to establish a statewide contract (SWC) with multiple vendors for the provision of pursuit vehicles and related products and services in accordance with the attached documents and specifications.

All bids submitted pursuant to this eRFQ shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, the attached specifications, the attached Contract and other documents. In case of a conflict between the terms, conditions and instructions contained herein and the provisions of the Georgia Vendor Manual, the former shall govern.

### BACKGROUND

The Pursuit Vehicle Sourcing Event will combine the Dodge Charger, Chevrolet Impala, and the Ford Crown Victoria contracts. Estimated annual spend for these contracts including participating local governments is approximately \$29,000,000.00. The estimated spend ratio among state and local government entities is: 14% State / 86% Local Governments. During Fiscal Year 2008 (July 1, 2007 – June 30, 2008) estimated quantities for both state agencies and local governments were: 181 Crown Victoria(s), 654 Dodge Chargers, 251 Impalas and an undetermined amount of Chevy Tahoes. It is believed that the quantities are much greater because other local governments use the State contract as a baseline to negotiate with their local vendors.

### 1. SCHEDULE

Event	Date	Time
Bid Posting	September 29, 2008	
Bidders Conference	N/A	N/A
Questions Due	October 6, 2008	1:00 pm EST
Bid Closes	October 20, 2008	1:00 pm EST
NOIA	October 23, 2008	
NOA	November 3, 2008	

Schedule dates are estimates.

### 2. PRE-BID CONFERENCE

There will be not bidders conference.

### 3. CONTRACT ADMINISTRATOR

The issuing officer for this eRFQ is Debra White, [debra.white@doas.ga.gov](mailto:debra.white@doas.ga.gov) , 404-463-0232.

\*\*\*\*\*Special Note\*\*\*\*\*

The DOAS Help Desk is available to assist you with any technical issues related to this electronic bid (eRFQ). Contact the Help Desk at 404-657-6000, Monday thru Friday from 7:30 am to 5:30 pm EST.

\*\*\*\*\*



#### **4. RESTRICTION ON COMMUNICATION WITH STAFF**

From the issue date of the solicitation document and until a Contractor is selected and the selection is made public, Vendors are not allowed to communicate for any reason with any State staff except through the Issuing Officer named in the solicitation document or during the bidder's/offeror's conference, or as provided for existing contracts.

For violation of this provision, the State may reject any bid/proposal of the offending bidder/offeror or initiate suspension/debarment proceeding with respect to the offending vendor or bidder/offeror.

#### **5. QUESTION & ANSWER (Q& A)**

All questions concerning the eRFQ must be submitted in writing via e-mail to the Issuing Officer Debra White, [debra.white@doas.ga.gov](mailto:debra.white@doas.ga.gov) .

No questions other than written will be accepted. Bidders must use Appendix 3 for questions. No response other than written will be binding upon the State. The Deadline for submission of written questions is October 6, 2008 at 1:00 PM EST. Answers to written questions along with necessary corrections or additions thereto, will be sent to all responding vendors in an email notification.

#### **6. CONTRACT PERIOD**

The initial contract performance period is from date of award for a period of (1) model year (2009). The Department has the option to renew the contract up to three (3) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor.

Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

#### **7. SPECIFICATIONS AND TECHNICAL SUPPORT**

Bidders will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply. Other specifications will be attached to the line item listed in the eRFQ. Line item specifications can be accessed by clicking on the line item on the eRFQ and then click pricing sheet link and the vehicle specification tab.

The winning vendor must agree to provide technical resources in the form of technical bulletins, 1-800 help line, or web site, etc. to assist customers with technical issues related to their product. These resources must be identified by the successful vendor(s).

#### **8. PRICES**

a. **Net Prices.** Bidders are requested to quote net prices on pricing sheet. Pricing sheets can be accessed by clicking on each line item on the eRFQ and then click the pricing sheet link. Cash discounts may be provided in space provided on the attached pricing sheet. Cash discounts for payment within 20 days will be considered for the purposes of evaluation. All discounts offered will be taken if earned. In the event the State is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice indicating the discount, whichever is occurs later. If the State is entitled to a discount under the contract, but the invoice does not reflect the existence of a cash discount, and the State pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by the State shall be made whenever possible within (30) thirty days of the receipt of a correct invoice or goods; whichever is later, unless otherwise provided in the terms and conditions attached to this eRFQ or in the resulting contract.

b. **Units.** All prices will be quoted in units of each unless otherwise specified.

c. **Price Increases/Decreases.** Price increases will be considered at the end of the contract term. Price adjustments will also be considered in cases of substantiated dramatic shifts in the market due to unusual volatility in the cost of providing the contracted goods. DOAS reserves the right to approve prices according to market indexes and other factors. The State may also request a price decrease should market conditions indicate that it is warranted. All price/cost adjustments must be approved by DOAS in writing before implementation.

d. **Lease Purchase Agreement.** Interest rates and payments for lease purchase or municipal leases will be according to the schedule contained in the price sheet. The lease purchase interest rate will be calculated annually. There will be no prepayment penalty, security deposit or hidden fees. At the end of the term the agency buys the equipment for \$1. The pricing schedule is binding.

e. **Optional equipment** will not exceed manufacturers cost.

## 9. ADMINISTRATIVE FEE AND QUARTERLY SALES REPORTING

Pursuant to H.B. 312 and Official Code of Georgia Annotated ("O.C.G.A.") Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this Statewide Contract, DOAS is requesting each Offeror to agree to collect a percent administrative fee on behalf of DOAS on all sales pursuant to this Statewide Contract. The administrative fee amount for this Statewide Contract is 1%. Each Offeror must submit pricing in its cost proposal which includes the identified percent administrative fee (hereinafter, "the Fee") built into the submitted pricing. All Offerors must agree that the Fee will not be identified separately from the product and/or service pricing offered to authorized purchasers. This Fee will be collected by the Awarded Offeror ("Contractor") and remitted to DOAS in accordance with the following paragraphs.

**Quarterly Payment and Sales Reporting Requirements.** The parties agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this Statewide Contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from the state customer. The Fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below:

DOAS' Fiscal Quarters	Months	Contractor's Payment Due Date
Quarter 1	July 1 <sup>st</sup> – September 30 <sup>th</sup>	November 15 <sup>th</sup>
Quarter 2	October 1 <sup>st</sup> – December 31 <sup>st</sup>	February 15 <sup>th</sup>
Quarter 3	January 1 <sup>st</sup> – March 31 <sup>st</sup>	May 15 <sup>th</sup>
Quarter 4	April 1 <sup>st</sup> – June 30 <sup>th</sup>	August 15 <sup>th</sup>
-----	-----	30 calendar days following the termination of this Statewide Contract for any reason

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, Contractor shall remit a check payable to DOAS for the Fees, which check shall include the note "administrative fee" and the contract number. Contractor shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services  
Finance & Administration Division  
Finance and Administration Division Director  
Sloppy Floyd Building  
200 Piedmont Avenue, S.E.  
Suite 1820, West Tower  
Atlanta, Georgia 30334-9010

At the same time, Contractor shall also submit a second copy of the Quarterly Sales Report to the DOAS Issuing Officer. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

b. **Auditing and Contract Close Out.** All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of this Statewide Contract for any reason.

c. **Modifying or Canceling the Fee.** DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the Statewide Contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

d. **Late Payment Fee.** In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$(\text{Administrative Fee Amount Due}) \times (18\%) = X$   
 $X / 365 \text{ (366 for leap years)} = Y$   
 $Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

e. **Default.** THE PARTIES AGREE THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding Fees and interest.

#### **10. TEAM GEORGIA MARKET PLACE PURCHASING SYSTEM**

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. For purposes of this section, the central online website will be referred to as the Team Georgia Marketplace. The Team Georgia Marketplace system is not currently operational; however, the project delivery is currently scheduled for January 2009. Although DOAS has the right to select which statewide contracts will be showcased on the Team Georgia Marketplace, DOAS' intent is that most if not all statewide contracts will eventually be available on the Team Georgia Marketplace.

Contractor hereby agrees to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this Statewide Contract to be exhibited on the Team Georgia Marketplace. At a minimum, the Contractor agrees to the following:

1. Contractor will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Contractor's statewide contract offering into the Team Georgia Marketplace.

2. Contractor will join the SciQuest Supplier Network (SQSN) and sign up for SciQuest's Supplier Portal. Meeting this requirement enables the electronic delivery of orders as well as low-tech options of e-mail and fax at the Contractor's option. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 919-659-2152.

3. Contractor will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the vendors and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Contractor will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

4. Contractor agrees, upon DOAS' request, to deliver within thirty (30) days of DOAS' written request either (1) an electronic catalog or (2) a punch-out

catalog. The electronic/punch-out catalog must be limited to the Contractor's statewide contract offering.

a. **Electronic Catalog.** By providing an electronic catalog, Contractor is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Commerce eXtensible Markup Language (cXML) format. In this scenario, Contractor must submit an updated electronic catalog from time to time to maintain the most up-to-date version of its product/service offering under the Statewide Contract. As a result, DOAS will have an opportunity to confirm the accuracy of the electronic catalog before the electronic data file is loaded into the Team Georgia Marketplace by SciQuest. In addition, DOAS will have the ability to define when the electronic catalog and any subsequent revisions thereto "go live".

b. **Punch-Out Catalog.** By providing a punch-out catalog, Contractor is providing its own online catalog, which must be capable of being integrated with the Team Georgia Marketplace as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog.

5. Whether the Contractor is providing an electronic catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

a. Catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Statewide Contract; and

b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the Statewide Contract between the Contractor and DOAS; and

c. The Catalog must include a State-specific contract identification number; and

d. The catalog must include detailed product line item descriptions; and

e. The catalog must include pictures when possible; and

f. The catalog must include any additional DOAS content requirements.\*

6. Contractor agrees that DOAS controls which statewide contracts appear on the Team Georgia Marketplace and that DOAS may elect at any time to remove any Contractor's offering from the Team Georgia Marketplace.

7. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

\* Existing suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the vendor and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. SciQuest does not prohibit 'private' catalogs, but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this Statewide Contract to be included on the Team Georgia Marketplace, SciQuest's technical documentation will be provided to the Contractor after (1) the Contractor has been formally invited by DOAS to join the Team Georgia Marketplace and (2) the Contractor has joined the SciQuest supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest at no additional cost to the Contractor. The parties agree that Contractor's Statewide Contract pricing includes any and all costs to the Contractor in complying with the provisions of this Exhibit.

## 11. DELIVERY TIME

Bidders should specify on the vendor data sheet the delivery time they are able to meet with respect to the supply of these commodities. Delivery times in excess of ninety (90) days are not favored and may not be accepted.

## **12. DETERMINATION OF SUCCESSFUL BIDDER**

Vendors must meet specifications. Consideration for award will be given to the lowest responsive, responsible bidder who demonstrates the best purchase value (see line item price sheet). Factors which will be used to determine the lowest responsive vendor demonstrating the best purchase value will include: standard vehicle price, selected optional items pricing, net 20 discount (if offered), average regional FOB destination delivery charge, and reciprocal preference laws (if applicable).

Standard vehicle price (95%) + 5% of total vehicle option price – net 20 discount + average regional delivery charge.

Vendors must enter all cost/prices on the pricing sheets attached to the line item. Additional price sheets for multiple submissions per line item are listed with the eQuote General Documents. List the Grand Total on the Bidders Price Sheet in the eQuote price line. Quantities in the eQuote are historical estimations and will be used for evaluation purposes only. The State does not guarantee quantities, however vendors should take the quantities listed in the eQuote into consideration when developing their unit price.

The lease option will not be part of the award calculation; however the annual interest rates are binding as well as the attached financial lease. Lease rates will be calculated in the following manner:

$$\text{Loan amount} \times (\text{indexed annual interest rate} + / - \text{vendor's adjusted rate}) / \text{lease term}.$$

The state reserves the right to make multiple awards per line item. Vehicles that are capable of being fueled with alternative fuels may be awarded in lieu of gasoline engines.

## **13. RECIPROCAL PREFERENCE LAW**

For the purposes of bid evaluation only, Vendors resident in the State of Georgia will be granted the same preference over Vendors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to Vendors resident therein over Vendors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident vendor is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement.

## **14. CONTRACT AWARD**

a. **Vendor Responsibility.** Prior to the award of the contract, DOAS must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the Agency, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, DOAS is unable to assure itself of the vendor's ability to perform under the contract, if awarded, DOAS has the option of requesting from the vendor any information, which DOAS deems necessary to determine the vendor's responsibility. If such information is required, the vendor will be so notified and will be permitted approximately seven (7) working days to submit the information requested. The State Purchasing Division may require the bidder to make his plant and facilities available for inspection. Failure to make the plant and facilities available for inspection upon request and failure to supply any such additional information may be cause for a rejection of the bid.

b. **Multiple Awards.** The state reserves the right to make multiple awards per line item. Vehicles that are capable of being fueled with alternative fueled vehicles may be awarded in lieu of gasoline engines.



**15. LATE OR INTEREST CHARGES**

Bid responses containing provisions for late or interest charges (other than what is explicitly identified by the State) will not be considered for an award. Bidders are instructed to remove or strike through any reference to this provision in or on vendor printed forms and to initial changes prior to submitting a bid response to the State of Georgia.

**16. MINIMUM ORDER/SHIP QUANTITY OR DOLLAR VALUE**

Bid responses containing a minimum order/ship quantity or dollar value, will be treated as non-responsive and the bid will not be considered for award.

**17. PREPAYMENT**

Unless otherwise specified in terms and conditions attached to this eRFQ, prepayment and/or progress payment requirements contained in bid responses will be treated as non-responsive and the bid will not be considered for award.

**18. SPECIAL DISCOUNTS**

Bidders are requested to quote any special discount offered for products whose end use is restricted (educational discounts, etc.). Any such discounts will not be considered in the evaluation and will be made available only to those agencies qualifying for them.

**19. TAXES**

The State is exempt from all State sales and use taxes and federal excise taxes and no provision for such taxes should be included in the bid.

**20. FORMS AND ITEM SCHEDULES**

Bidders should provide all of the information required on all the forms and item schedules in the spaces provided. The Bid Proposal and Certification page must be signed and returned with bid.

**21. MANUFACTURERS CERTIFICATE**

A manufacturer's certificate or evidence of authorized distributorship is required. It shall be dated and the date shall not be older than thirty (30) days prior to the date of the bid closing.

**22. REJECTION OF BIDS**

The State reserves the right to reject any or all bids submitted in response to this eRFQ.

**23. LOCAL GOVERNMENT AGENCIES**

This eRFQ is issued to establish a contract for the supply of goods, services, materials or equipment to all state and local government agencies within the State of Georgia.

**24. BRAND NAME**

Unless otherwise specified, the items in this eRFQ have been identified, described, and referenced by a brand name @ or trade name/mark that is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified in the bid and are determined by the State to meet its needs in all respects. It shall be the responsibility of the bidder(s), including the bidder whose product is referenced, to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Any information provided should be properly labeled. The State reserves the right to request product demonstrations and/or samples from any bidders prior to bid award. Failure to provide the requested data or product demonstrations and/or samples may be considered valid justification for rejection of bid.

**25. EXCEPTIONS**

Any award made by the Department of Administrative Services hereunder shall bind the bidders to the terms, conditions and specifications set forth in this eRFQ. Bidders whose bids

do not conform to said terms, conditions and specifications in one or more particulars should so note on a separate sheet labeled "Exceptions to Terms and Conditions". While the Department of Administrative Services reserves the right to make an award to a nonconforming bidder when the best interest of the State would be served by so doing, such awards will not be readily made, and bidders are urged to conform to the terms, conditions and specifications set out herein to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been accepted by the State unless incorporated in the Execution Copy of the Contract which accompanies the Notice of Award.

Any exceptions to this eRFQ, including any attached contract terms and conditions, must be clearly and separately identified in the electronic Bid Response. If no exceptions are noted indicate "No Exceptions" in a separate Word document.

The Agency reserves the right to reject any or all of the proposed exceptions or modify the contract consistent with the successful vendor's Response, provided that no such modifications would, in the sole discretion of the Agency give the successful vendor a competitive advantage.

#### **26. GEORGIA INCOME TAX INCENTIVE**

Bidders interested in taking advantage of the Georgia Income Tax Incentive provided for by the Official Code of Georgia Annotated 48 7 38, relative to the used of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Governor's Small Business Center at the following address:

Governor's Small Business Center  
Georgia Department of Economic Development  
200 Piedmont Avenue, S. E.  
Suite 1304, West Tower, Floyd Building  
Atlanta, Georgia 30334-9010  
Telephone: (404) 656 6315 or outside metro Atlanta at (800) 495-0053

#### **27. PURCHASING CARD**

The State currently has a contract with Bank of America to enable selected State employees to purchase needed goods and services using a State of Georgia VISA purchasing card. This card functions as any consumer or commercial VISA card. There is a nominal discount rate charged to the vendor for credit card purchases; however, this is offset by the fact that payment is received within forty-eight (48) hours and no invoice has to be generated. Any award made by the Department of Administrative Services hereunder shall require the awarded vendor to accept the State of Georgia's Purchasing Card as a form of payment.

#### **28. POLICY STATEMENT**

It is the policy of the State of Georgia that minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. For information, contact the Governor's Small Business Center referenced above.

#### **29. AMERICANS WITH DISABILITIES ACT**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Accordingly, provisions will be made to make your use of the services provided by State Purchasing of the Department of Administrative Services easier and more accessible. We ask that you please call Bid Officer at (404) 656-5720 in advance if you require special arrangements when you attend the public bid openings or when you visit our offices. Please try to give at least one day notice. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired in strict confidence.

#### **30. SALES AND USE TAX**



In accordance with Official Code of Georgia Annotated §50-5-82, DOAS is prohibited from awarding a contract to a nongovernmental Vendor if that vendor or an affiliate of the vendor is a "dealer" failing or refusing to collect sales or use taxes on its sales delivered to Georgia. All Vendors must submit a completed Sales and Use Tax Form, which has been provided as an attachment. In the event the Vendor is identified as an apparent successful Vendor, the information provided in the Sales and Use Tax Form will be submitted by DOAS to the Georgia Department of Revenue for a determination as to whether the Vendor is a "prohibited source."

If a Vendor is identified as a prohibited source, the vendor may be ineligible for contract award. Accordingly, vendors are strongly encouraged to check their tax status now and resolve any outstanding tax liabilities. The Department of Revenue has identified the following source to allow Vendors to check current tax status: <http://www.etax.dor.ga.gov/doroff.aspx>.

### **31. AMENDING OR CANCELING THE SOLICITATION**

The Agency reserves the right to amend the eRFQ without prior notice, at any time, at its sole discretion by one or more written addenda. The eRFQ may be withdrawn or cancelled by the Agency at any time.

### **32. PUBLIC RECORDS**

The vendor is hereby notified that any and all materials submitted in response to this eRFQ are subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

### **33. SUBMITTING VENDOR RESPONSES**

The Response and all submitted materials become the property of the State. The vendor shall be solely responsible for any costs associated with developing and preparing the Response.

### **34. RESPONSE WITHDRAWAL**

Responses may be withdrawn by the vendor prior to the eRFQ closing date.

### **35. AGENCY'S RIGHTS**

The Agency reserves the right to: (a) waive minor irregularities, variances or non-material defects in a Response; (b) reject any and all Responses, in whole or in part; (c) request clarifications from vendors; (d) request resubmissions from all vendors; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law.

### **36. RESOLVING CONTRACT EXCEPTIONS**

Prior to contract award, the apparent winning vendor may be required to enter into discussions with the Agency to resolve any contractual differences. If contract discussions are not finalized within such reasonable time frame as is identified by the Agency, the Response may be rejected and discussions may be initiated with the next best ranked vendor.

### **37. ADDENDUMS**

Any eRFQ changes or addenda as well as notice of award information will be sent to all responding vendors in an email notification.

### **38. INSURANCE AND BONDING**

a. If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and the State Entity (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this eRFP throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish to the State Entity an insurance certificate listing the State Entity as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

**b. Offeror is required to maintain the following insurance coverage's during the term of the contract:**

**1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:**

**Bodily injury by accident--per employee \$100,000;  
Bodily injury by disease--per employee \$100,000;  
Policy limits \$500,000.**

**2) Commercial General Liability Policy per occurrence \$1,000,000.**

**3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.**

**c. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-.All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.**

**d. Within ten (10) business days of contract award, the selected Offeror must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference this eRFP by number or contract number. Offeror's proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.**

**This eRFQ Package consists of the following documents:**

**Instruction to Bidders  
Bid Proposal and Certification  
State of Georgia General Specifications  
Special Terms and Conditions  
Georgia Regional Map  
Manufacturer's Certificate  
Question and Answer Form  
Vendor's Data Sheet  
Sales and Use Tax Registration  
Small Minority Business Form  
Statewide Contract  
Lease Contract (to be provided in the addendum)  
Quarterly Report  
Additional Pricing Sheet**

## **ELECTRONIC BID RESPONSE**

**It is a requirement of this eRFQ that the following attachments MUST be uploaded with the electronic Bid Response:**

**Contractor Pricing Sheets**  
**Bid Proposal Certification**  
**Manufacturers Certificate**  
**Vendor's Data Sheet**  
**Statewide Contract (Signature page)**  
**Small Minority Business Form**  
**Sales and Use Tax Registration**  
**Lease Contract (to be provided in the addendum)**  
**Exceptions**  
**Manufacturers' Standard Equipment (Pursuit Vehicle) Data Sheet**

## **PROPOSAL CERTIFICATION**

We propose to furnish and deliver any and all of the goods and/or services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual, located at: [http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit\\_11783501/37106725vendormanual.pdf](http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf), and any modifications or attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Agency, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Agency.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications.

We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications. It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty days from proposal opening date.

## **PROPOSAL SIGNATURE AND CERTIFICATION**

(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

**The Vendor also certifies that the Vendor and its Lobbyists have complied with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## **STATE OF GEORGIA**

### **GENERAL SPECIFICATIONS**

#### **AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS**

**NOTE: REQUIREMENTS SPECIFIED HEREIN SHALL APPLY TO ALL AUTOMOBILES AND STATION WAGONS PURCHASED BY THE STATE OF GEORGIA. THIS SPECIFICATION IS NOT COMPLETE WITHOUT SPECIFIC REQUIREMENTS IN THE DETAIL SPECIFICATIONS. IN THE EVENT OF CONFLICT BETWEEN THIS SPECIFICATION AND THE DETAIL SPECIFICATIONS, THE DETAIL SPECIFICATION SHALL APPLY.**

**APPLICABLE DOCUMENTS:** Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

**DESIGN:** New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies.

The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

**COMPONENTS, ASSEMBLIES AND ACCESSORIES:** The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. **NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted.**

**All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.**

**STANDARD EQUIPMENT:** The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

**EMISSION CONTROLS:** All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

**INTERIOR & EXTERIOR SOUND LEVEL:** Vehicles shall comply with Federal Interstate Noise Standards.

**COOLING SYSTEMS:** Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.

**WHEELS:** Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

**TIRES:** All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

**TOOLS:** Jack and Lug Wrench, Factory Installed, for each vehicle.

**EXHAUST SYSTEM:** Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

**CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS:** Located for left hand drive. Complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

**HEATER AND DEFROSTER:** Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

**EXTERIOR FINISHES:** Standard production colors.

**MATERIALS:** New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

**SERVICE AND REPAIR:** The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty

service and repairs will be handled without prejudice by local dealerships throughout the United States.

**WARRANTY:** Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any prorata arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.

**RESPONSIBILITY FOR INSPECTION:** Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

**PRE-DELIVERY SERVICING AND ADJUSTMENT:** The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

1. Focusing of lights
2. Tuning of engine
3. Adjustment of accessories
4. Checking of electrical, braking and suspension systems.
5. Charging of battery
6. Alignment of front end
7. Inflation of tires
8. Balancing of all wheels, including the spare
9. Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery.
10. Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.
11. Servicing of windshield washer reservoir with water and appropriate additives.
12. A minimum of 1/4 tank of fuel.

**DOCUMENTS:** Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

## **SPECIAL TERMS AND CONDITIONS**

**NIGP CODE:**

**07006, 07048, 07092,  
VEHICLES, ADMINISTRATIVE**

**07093, 07042, 07051**

**1. PRICES**

**a. Optional Equipment**

Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

**b. FOB - Regional Delivery**

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

**2. EVALUATION AND AWARD**

a. Any bidder located outside the State of Georgia must use as their FOB Dealer Location Price a price which will provide for delivery within the lines of the State of Georgia. The bidder must indicate the location within the State of Georgia that is being used as their FOB Dealer Location. All other portions of the Price Schedule must be completed as requested.

**3. SPECIAL NOTE**

a. Timely acquisition of vehicles is essential to the efficient operation of the state, and any delays in delivery, for whatever reasons, may be found to be detrimental to the welfare of its citizens. In order to ensure prompt delivery and a sure supply of vehicles, the State reserves the right to reject any bid for vehicles manufactured by any vendor whose employees are on strike or whose employees are likely, in the Sole discretion of The State, to go on strike during the term of the proposed contract.

**PAGE 2 OF 2**

**SPECIAL TERMS AND CONDITIONS**

b. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.

c. State invoices will have the purchase order referenced.

**4. VEHICLE EQUIPMENT DATA SHEET**

a. This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

**5. EMISSION CONTROL**

a. Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

**6. PURCHASE ORDER APPROVALS**

a. Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" date-stamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

**Georgia Regional Map**





**Region 1** consists of: Bartow, Catoosa, Chattooga, Dade, Fannin, Floyd, Gilmer, Gordon; Haralson, Murray, Paulding, Pickens, Polk, Walker, and Whitfield counties; **Region 2** consists of: Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, and White counties; **Region 3** consists of: Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale counties; **Region 4** consists of: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson counties; **Region 5** consists of: Barrow, Clarke, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe, and Walton counties; **Region 6** consists of: Baldwin, Bibb, Crawford, Houston, Jones, Monroe, Peach, Pulaski, Putnam, Twigg, and Wilkinson counties; **Region 7** consists of: Burke, Columbia, Glascock, Hancock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Screven, Taliaferro, Warren, Washington, and Wilkes counties; **Region 8** consists of: Chattahoochee, Clay, Crisp, Dooly, Harris, Macon, Marion, Muscogee, Quitman, Randolph, Schley, Stewart, Sumter, Talbot, Taylor, and Webster counties; **Region 9** consists of: Appling, Bleckley, Candler, Dodge, Emanuel, Evans, Jeff Davis, Johnson, Laurens, Montgomery, Tattnall, Telfair, Toombs, Treutlen, Wayne, Wheeler, and Wilcox counties; **Region 10** consists of: Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth counties; **Region 11** consists of: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware counties; **Region 12** consists of: Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, and McIntosh counties.

Contract

State of Georgia  
Statewide Standard Contract Form

Solicitation Title Police Pursuit Vehicle	Solicitation Number 40199-271	Contract Number SWC90796
--	----------------------------------	-----------------------------

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name Department of Administrative Services	(hereafter called Agency)
Contractor's Name Hardy Chevrolet Pontiac Buick Inc.	(hereafter called Contractor)

2. Contract to Begin: Date of Completion: Renewals:

June 30, 2010 2

3. Performance Bond, if any: Other Bonds, if any:

N/A N/A

4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor:

Debra White 404-463-0232 Steve Canup

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract Terms and Conditions for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

**Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

Hardy Chevrolet Pontiac Buick Inc

By (Authorized Signature) Date Signed

Steve Canup 1/5/09

Printed Name and Title of Person Signing

Steve CANUP Fleet Mgr.

Address

1249 Charles Hardy Pkwy Dallas GA 30157

7.

**Agency**

Agency Name

Department of Administrative Services

By (Authorized Signature) Date Signed

Timothy Gburey 2/5/09

Printed Name and Title of Person Signing

TIMOTHY GBUREY Assistant Commissioner Procurement

Address

200 Piedmont Avenue, SE Suite 1302 Atlanta, GA 30334-9010

**State of Georgia**  
**Statewide Standard Contract Form**

Solicitation Title  
**Police Pursuit Vehicle**

Solicitation Number  
**40199-271**

Contract Number  
**SWC90796**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name  
**Department of Administrative Services**

(hereafter called Agency)

Contractor's Name

**Akin Ford Corp dba Akins Ford Dodge Chrysler Jeep** (hereafter called Contractor)

2. Contract to Begin:

Date of Completion:

Renewals:

**June 30, 2010**

**2**

3. Performance Bond, if any:

**N/A**

Other Bonds, if any:

**N/A**

4. Authorized Person to Receive Contract Notices for Agency:

Authorized Person to Receive Contract Notices for Contractor:

**Debra White 404-463-0232 Roz Icenhour**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract Terms and Conditions for Goods and Ancillary Services

Attachment 2: Solicitation (referenced above)

Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

**Contractor**

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

**AKIN FORD CORP dba AKINS FORD DODGE CHRYSLER JEEP**

By (Authorized Signature)

Date Signed

**Roz Icenhour**

**Jan. 6, 2009**

Printed Name and Title of Person Signing

**ROZ ICENHOUR GOVT SALES MGR.**

Address

**220 W. MAY ST. WINDER GA 30680**

7.

**Agency**

Agency Name

**Department of Administrative Services**

By (Authorized Signature)

Date Signed

**Timothy Gibney**

**2/5/2009**

Printed Name and Title of Person Signing

**TIMOTHY GIBNEY, ASSISTANT COMMISSIONER - PROCUREMENT**

Address

**200 PIEDMONT AVENUE, SE SUITE 1302 WEST TOWER ATLANTA, GA 30334-9010**

**STATE OF GEORGIA  
STATEWIDE CONTRACT  
Attachment 1  
Contract Terms and Conditions for Goods and Ancillary Services**

**A. DEFINITIONS AND GENERAL INFORMATION**

**1. Definitions.** The following words shall be defined as set forth below:

**"Agency"** means the Department of Administrative Services of the State of Georgia.

**(ii) "Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

**(iii) "Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

**(iv) "Contractor"** means the provider(s) of the goods and services under the Statewide Contract.

**(v) "Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

**(vi) "Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

**(vii) "RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

**(viii) "State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

**(ix) "Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

**(x) "User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

**Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

**3. Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

**4. Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

## **B. DURATION OF CONTRACT**

**1. Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

**2. Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

**3. Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

## **C. DESCRIPTION OF GOODS AND SERVICES**

**1. Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response; provided, however, Contractor's vehicle offering shall be limited to those vehicles awarded to Contractor in the Agency's Awarded Item Schedule.

**2. Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

**3. Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other

contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

**D. COMPENSATION**

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

**E. TERMINATION**

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

(i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of

such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

(ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. Notice of Default. If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

Immediately terminate the Statewide Contract without additional written notice; and/or

Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.



4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

(i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

#### **F. CONFIDENTIAL INFORMATION**

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:



- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;**
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;**
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and**
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.**

**The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.**

**2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.**

**3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.**

**4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.**

**5. Survives Termination. The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.**

## **G. INDEMNIFICATION**

**1. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:**

- (i) Any breach of the Statewide Contract;**
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;**

**Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;**

**The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;**

**Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;**

**The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;**

(vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

(viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

**2. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.**

**3. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.**

**4. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.**

**In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:**

**Procure for the State the right to continue using the software;**

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

(ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

(iii) Use of the software in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. Survives Termination. The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

#### **H. INSURANCE**

Contractor shall provide all insurance as required by the RFX.

#### **I. BONDS**

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

### **J. WARRANTIES**

1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. Warranty - Nonconforming Goods. All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. Compliance with Federal Safety Acts. Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. Conformity with Contractual Requirements. The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

**11. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

**K. PRODUCT RECALL**

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

**L. CONTRACT ADMINISTRATION**

**Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the Statewide Contract Terms and Conditions.

(ii) Second, by giving preference to the specific provisions of the RFX.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

**Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

**Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

**Drug-free Workplace.** The Contractor hereby certifies as follows:

Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

Contractor has made false certification here in above; or

Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

**Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

**Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

**Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

**8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).



All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

**9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

**11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

**12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

**14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

**15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

**16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

**(i) At the time it is actually received; or,**

**(ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,**

**(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.**

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

**20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

**21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

**(i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and**

**(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the**



**Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.**

**22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

**24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

**25. Immunity from Liability.** Every person who is a party to the Statewide Contract is hereby notified and agrees that the State is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Statewide Contract.

**26. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

**27. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**28. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

**29. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

**30. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the

services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

**31. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

**32. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

**33. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

**34. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

**35. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**36. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

**37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or

**services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.**

**Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.**

## **Clarification**

The Georgia State patrol car base color is Electric Blue Pearl. The secondary color is Silver Metallic. The color scheme is as follows: Silver Metallic roof, hood and deck-lid. In addition, the front pillars running on both sides of the windshield and the rear pillars running down each side of the rear glass are also Silver Metallic. Vendors should bid this as an optional item.

## **Clarification II**

The State prefers that the two toned color scheme be painted by the manufacturer when possible. When this option is not feasible the offeror may have it done at their location of choice. All customer identified and agreed paint specifications must be met.

## **Clarification III**

Factory painted State patrol cars will have a base color of Electric Blue Pearl. The secondary color is Silver Metallic according to the color scheme identified in the first clarification. Paint done outside of the manufacturer's facility will have the Ford color code TN in lieu of the Silver Metallic. All customer identified and agreed paint specifications must be met.

**QUESTIONS AND ANSWERS**  
**EQuote 40199-271**

<b>Response to Clarification requested to Written Questions</b>		
<b>#</b>	<b>Questions</b>	<b>Answers</b>
1.	Is there a bidders conference for this RFQ?	No.
2.	When does the bid open, Oct. 24 as stated below or Oct. 14 as stated on your "Instructions to Bidders" schedule?	It is now October 16, 2008, 1:00 pm
3.	The calculations for the patrol car. I do not understand the 95% and 5% calculations. On the surface, you will only be paying 5% of the options and only 95% of the base price. Please explain these calculations.	The cost that the bidders are proposing should be entered on the price form. The offerors will honor this price during the initial term. The calculations represent the weighted factors that will be considered for evaluation purposes. Ninety-five percent of the vehicle price along with 5% of the optional pricing will be combined for a total price for evaluative purposes only. The net discount will be applied to the total.
4.	I am respectfully requesting that the Patrol Vehicle EQ-40199-271 closing date of Oct. 20, 2008, as announced in your original email notification to us, be honored.	The closing date will be October 16, 2008, 1:00 pm.



## CORRECTED NOTICE OF INTENT TO AWARD

Solicitation Title: Police Pursuit Vehicles

Solicitation No: eQuote 40199-271

Opening Date: October 20, 2008

Notice of Intent to Award

Posting Date: December 16, 2008

Issuing Officer: Debra White

Issuing Officer Contact

Information: 404-463-0232 dwhite@doas.ga.gov

DOAS is posting a corrected NOIA to add an award to line item 3 to Harry Lewis Chrysler. With the exception of this vendor whose award status has changed, please note that the posting date of the original NOIA will be used to determine the formal protest filing period as defined by Section 3.8 of the *Georgia Vendor Manual* for all other vendors. The State intends to award a contract to the apparent successful offeror(s). The Notice of Intent to Award should not be considered as a binding commitment by the State. Inquiries should be addressed to the Issuing Officer. Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. Award is based on the Best Purchase Value\*. Award of Lease option is subject to agreement of lease terms.

APPARENT SUCCESSFUL OFFEROR(S)	AWARD AMOUNT – *Best Purchase Value/ Vehicle price
Line 1 Hardy Fleet Group - Impala	\$18,149.47 / \$19,665.00
Line 2 Akin Ford Corp – Crown Victoria	\$19,329.02 / \$20,844.00
Line 3 Akin Ford Corp – Dodge Charger	\$18,510.64 / \$19,928.86
Line 3 Harry Lewis Chrysler – Dodge Charger	\$18,841.87 / \$20,643.68
Line 4 Hardy Fleet Group – Chevy Tahoe	\$23,267.78 / \$25,247.00
UNSUCCESSFUL OFFEROR(S)	REASONS
Line 1 Thomas of Cairo, Maxie Price, Steve Rayman, and Rick Hendrick Chevrolet	Not best purchase value
Line 2 Jacky Jones Ford	Non-responsive
Line 2 Family Ford, Peach County, Allan Vigil, and Wade Ford	Not best purchase value
Line 3 Carl Gregory Dodge	Non-responsive



## NOTICE OF AWARD

Solicitation Title: Police Pursuit Vehicles

Solicitation No: eQuote 40199-271

Opening Date: October 20, 2008

Award Posting Date: February 5, 2009

Issuing Officer: Debra White

Issuing Officer Contact

Information: Debra.white@doas.ga.gov 404-463-0232

The State will award a contract to the successful offeror(s). Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed below beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. Award is based on the Best Purchase Value\*. Lease Purchase option is available. \*\*

APPARENT SUCCESSFUL OFFEROR(S)	AWARD AMOUNT – *Best Purchase Value/ Vehicle price
Line 1 Hardy Fleet Group – Impala **	\$18,149.47 / \$19,665.00
Line 2 Akin Ford Corp – Crown Victoria	\$19,329.02 / \$20,844.00
Line 3 Akin Ford Corp – Dodge Charger V6	\$18,510.64 / \$19,928.86
Line 4 Hardy Fleet Group – Chevy Tahoe **	\$23,267.78 / \$25,247.00
UNSUCCESSFUL OFFEROR(S)	REASONS
Line 1 Thomas of Cairo, Maxie Price, Steve Rayman, and Rick Hendrick Chevrolet	Not best purchase value
Line 2 Jacky Jones Ford	Non-responsive
Line 2 Family Ford, Peach County, Allan Vigil, and Wade Ford	Not best purchase value
Line 3 Carl Gregory Dodge	Non-responsible
Line 3 Harry Lewis Chrysler, Butler Chrysler Dodge, Cass Burch Chrysler, and Landmark Dodge	Not best purchase value
Line 4 Rick Hendrick Chevrolet	Non-responsive
Line 4 Thomas of Cairo	Not best purchase value

Authorized Signature: \_\_\_\_\_

*Timothy Gibney*  
TIMOTHY GIBNEY, Assistant Commissioner – Procurement

**Issuing Officer for the State**

**Debra White**

**Phone: 404-463-0232**

**Email: [debra.white@doas.ga.gov](mailto:debra.white@doas.ga.gov)**